

**SECOND ADDENDUM TO
AGREEMENT
AMONG
THE SHERIFF OF BROWARD COUNTY, FLORIDA
THE CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
AND
BONAVENTURE DEVELOPMENT DISTRICT
FOR
POLICE SERVICES**

This Second Addendum to the Agreement for Police Services is made and entered into this _____ day of _____, 2009, among the SHERIFF OF BROWARD COUNTY, FLORIDA (hereinafter referred to as the "SHERIFF"), the CITY OF WESTON, FLORIDA, a municipal corporation of the State of Florida (hereinafter referred to as "WESTON"), INDIAN TRACE DEVELOPMENT DISTRICT (hereinafter referred to as "ITDD") and BONAVENTURE DEVELOPMENT DISTRICT (hereinafter referred to as "BDD") (collectively referred to as the "CITY").

WHEREAS, on November 19, 2007, the City approved the Agreement with the SHERIFF for Police Services (the "Agreement"); and

WHEREAS, on September 15, 2008, the City approved the First Addendum with the SHERIFF for Police Services (the "First Addendum"); and

WHEREAS, the CITY and SHERIFF desire to amend the Agreement to eliminate the three Code Enforcement Officer positions and add five School Resource Deputies; and

WHEREAS, the SHERIFF and the CITY have determined that it is mutually beneficial and in the best interests of the public to enter into this Second Addendum to the Agreement (the "Second Addendum").

NOW THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, the SHERIFF and the CITY do hereby agree as follows:

**SECOND ADDENDUM TO AGREEMENT AMONG THE SHERIFF OF BROWARD COUNTY, FLORIDA,
THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT AND
BONAVENTURE DEVELOPMENT DISTRICT FOR POLICE SERVICES**

1. The above recitals are true and correct and are incorporated herein as set forth in full hereunder.
2. Article 2, General Operating Conditions, shall be amended as follows:
- 2.3 Commencing October 1, 20089, the staffing structure of the Weston District will be as follows:

District VIII Weston Complement

1	District Chief
1	Executive Officers/Lieutenants
2	Lieutenants
7	Sergeants
1	Motorcycle Sergeant
42	Deputy Sheriffs
6	Motorcycle Deputies
<u>5</u>	<u>School Resource Deputies (who shall report to the District Chief)</u> <u>(commencing October 10, 2009)</u>
1	Community Policing Deputy
1	Investigative Aide
8	Community Service Aides
3	Code Enforcement Officers with Level III Certification (terminating November 6, 2009)
1	Secretary
3	Criminal Investigations/Detectives
1	Commercial Vehicle Enforcement Deputy
1	Administrative Specialist

Weston Community Strategies Team Complement

1	Sergeant
7	Deputy Sheriffs
9	Community Services Aides-Indian Trace Development District
5	Community Service Aides- Bonaventure Development District

1043 TOTAL WESTON PERSONNEL

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3. Article 14, Compensation and Payment, shall be amended as follows:

14.1 The Consideration shall be payable as follows:

- a. WESTON agrees to pay the SHERIFF, in consideration for the services described herein for fiscal year 2008, \$717,666.67 per month payable on the first of each month (District VIII Weston Complement). WESTON agrees to pay the SHERIFF, in consideration for the services described herein for fiscal year 2009, \$749,811.10 per month payable on the first of each month (District VIII Weston Complement). WESTON agrees to pay the SHERIFF, in consideration for the services described herein for fiscal year 2010, \$833,634.46 per month payable on the first of each month (District VIII Weston Complement).
- b. ITDD agrees to pay the SHERIFF, in consideration for the services described herein for fiscal year 2008, \$126,900.00 per month payable on the first of each month (Weston Community Strategies Team Complement 17/22). ITDD agrees to pay the SHERIFF, in consideration for the services described herein for fiscal year 2009, \$129,399.19 per month payable on the first of each month (Weston Community Strategies Team Complement 17/22). ITDD agrees to pay the SHERIFF, in consideration for the services described herein for fiscal year 2010, \$145,837.39 per month payable on the first of each month (Weston Community Strategies Team Complement 17/22).
- c. BDD agrees to pay the SHERIFF, in consideration for the services described herein for fiscal year 2008, \$37,325.00 per month payable on the first of each month (Weston Community Strategies Team Complement 5/22). BDD agrees to pay the SHERIFF, in consideration for the services described herein for fiscal year 2009, \$38,065.05 per month payable on the first of each month (Weston Community Strategies Team Complement 5/22). BDD agrees to pay the SHERIFF, in consideration for the services described herein for fiscal year 2010, \$42,895.32 per month payable on the first of each month (Weston Community Strategies Team Complement 5/22).

4. Except as herein amended, all other provisions of the Agreement shall remain in full force and effect.

SECOND ADDENDUM TO AGREEMENT AMONG THE SHERIFF OF BROWARD COUNTY, FLORIDA,
THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT AND
BONAVENTURE DEVELOPMENT DISTRICT FOR POLICE SERVICES

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the SHERIFF, through Al Lamberti, Sheriff of Broward County, and the CITY OF WESTON, signing by and through its Mayor, duly authorized to execute same.

CITY OF WESTON
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT

ATTEST:

Patricia A. Bates
Patricia A. Bates, MMC, City Clerk

By: [Signature]
Eric M. Hersh, Mayor

25th day of September, 2009

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

By: [Signature]
Jamie Alan Cole, City Attorney

By: [Signature]
John R. Flint, City Manager

23rd day of September, 2009

25th day of September, 2009

(CITY SEAL)

SHERIFF OF BROWARD COUNTY, FLORIDA

By: [Signature]
Al Lamberti, Sheriff

7th day of OCTOBER, 2009

Approved as to form:

By: [Signature]
Judith Levine, General Counsel

7th day of Oct., 2009